
BOND PURCHASE CONTRACT

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LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
HEALTH SYSTEM REVENUE BONDS, SERIES 2006
(NORTON HEALTHCARE, INC.)

TABLE OF CONTENTS

Section	<u>Page</u>
1. Purchase, Sale and Delivery of the Bonds.....	1
2. Representations, Warranties and Agreements of the Issuer.....	4
3. Conditions to Obligations of the Underwriter.	6
4. Conditions to the Obligations of the Issuer.....	11
5. Expenses/Fees.	11
6. Notices.	12
7. Governing Law.	12
8. Miscellaneous.	12
9. Counterparts.....	12
 Exhibit A Letter of Representation	
Exhibit B Schedule of Maturities, Principal Amounts, Interest Rates, Yields and Prices	
Exhibit C Form of Agreed-Upon Procedures Letter of Ernst & Young LLP	
Exhibit D Form of Opinion of Issuer Counsel	
Exhibit E Form of Opinion of Counsel to the Obligated Group	
Exhibit F Form of Opinion of Underwriter’s Counsel	
Exhibit G Officer’s Certificate	

\$ _____
**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
HEALTH SYSTEM REVENUE BONDS, SERIES 2006
(NORTON HEALTHCARE, INC.)**

BOND PURCHASE CONTRACT

_____, 2006

Louisville/Jefferson County Metro Government
601 West Jefferson Street
Louisville, Kentucky 40202

Ladies and Gentlemen:

Citigroup Global Markets Inc. (the “Underwriter”) offers to enter into this Bond Purchase Contract, including the Letter of Representation attached hereto as Exhibit A (the “Letter of Representation”), being herein called the “Bond Purchase Contract,” with the Louisville/Jefferson County Metro Government (the “Issuer”) with the approval of Norton Healthcare, Inc. (the “Corporation”) and Norton Hospitals, Inc. (“Norton Hospitals”), which, upon acceptance, will be binding upon the Issuer and the Underwriter. This offer is made subject to the Issuer’s acceptance on or before 11:59 p.m., Louisville, Kentucky time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer by the Underwriter at any time prior to acceptance.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Trust Indenture (described below).

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein and in the Letter of Representation, dated the date hereof, executed and delivered contemporaneously herewith by the Corporation, on its own behalf and on behalf of the Obligated Group Members (as hereinafter defined) as Obligated Group Representative, and Norton Hospitals and attached hereto as Exhibit A, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the \$_____ aggregate principal amount of the Issuer’s Health System Revenue Bonds, Series 2006 (Norton Healthcare, Inc.) (the “Bonds”) identified on Exhibit B hereto, such Bonds to be dated the date of delivery, to be issued in the aggregate principal amounts and bearing interest and maturing on the dates set forth in Exhibit B hereto. The aggregate purchase price for the Bonds shall be \$_____, consisting of the par amount of the Bonds of \$_____ [plus a net original issue premium][less a net original issue discount] of \$_____, less an underwriting discount of \$_____.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in, that certain Trust Indenture dated as of _____, 2006 (the "Trust Indenture"), by and between the Issuer and J.P. Morgan Trust Company, N.A., as bond trustee (the "Trustee"). The Bonds shall be limited obligations of the Issuer payable solely from Loan Repayments (as that term is defined in the Trust Indenture) made by the Corporation and Norton Hospitals under that certain Loan Agreement dated as of _____, 2006 (the "Loan Agreement") by and among the Issuer, the Corporation and Norton Hospitals, from payments made on the Series 2006 Obligation (as hereinafter defined) by the Obligated Group (as hereinafter defined) and from amounts held in certain funds established pursuant to the Trust Indenture (including certain proceeds of the sale of the Bonds). The Bonds will be further secured by an assignment of the right, title and interest of the Issuer in the Loan Agreement and in the Series 2006 Obligation, to the extent and as more particularly described in the Trust Indenture.

The proceeds from the sale of the Bonds will be loaned to the Corporation and Norton Hospitals pursuant to the Loan Agreement and will be used, together with other available funds, (i) to refinance, in advance refunding transactions, a portion of revenue bonds that are outstanding, (ii) to finance or reimburse the Corporation for the costs of constructing and equipping a new hospital facility to be owned and operated by Norton Hospitals, (iii) to finance or reimburse the Corporation for renovation and expansion of various patient care areas and the acquisition of various hospital equipment, (iv) to fund a capitalized interest account, if any, (v) to fund a Debt Service Reserve Account, if deemed necessary to market the Bonds, and (vi) to pay costs of issuance of the Bonds.

The Corporation, as Obligated Group Representative, will issue its Series 2006 Obligation ("Series 2006 Obligation") to evidence the obligation of the Obligated Group to make payments sufficient to pay the principal of, premium, if any, and interest on the Bonds pursuant to the Supplemental Master Trust Indenture No. 9 to the Master Indenture, dated as of _____, 2006 (the "Supplemental Indenture No. 9"), by and between the Obligated Group and J.P. Morgan Trust Company, NA (successor to Bank One, Kentucky, NA), as master trustee (the "Master Trustee"), supplementing the Amended and Restated Master Trust Indenture dated as of September 15, 1997, as supplemented and amended (the "Master Indenture"), between the Corporation and such other Members as may join the obligated group as defined therein (the "Obligated Group") and the Master Trustee.

Norton Hospitals has previously issued a mortgage to the Master Trustee dated as of September 28, 2000, as supplemented and amended (the "Mortgage") granting a first mortgage lien on the properties of Norton Hospitals to secure the payment of obligations issued under the Master Indenture. Norton Hospitals will issue an Amendment to Mortgage dated as of _____, 2006 (the "Amendment to Mortgage") to secure the payment of the Series 2006 Obligation.

The Obligated Group has previously entered into a Security Agreement dated as of _____, 2000, as supplemented and amended (the "Security Agreement"), by and between the Obligated Group and the Master Trustee, granting a security interest in certain receivables of the Obligated Group to secure the payment of obligations issued under the Master Indenture. The Corporation, as Obligated Group Representative, will enter into an Amendment to Security

Agreement dated as of _____, 2006 (the “Amendment to Security Agreement”) to secure the payment of the Series 2006 Obligation.

The Corporation, on its own behalf and as Obligated Group Representative, will undertake, pursuant to a Continuing Disclosure Agreement dated as of the date of issuance and delivery of the Bonds (the “Continuing Disclosure Agreement”), by and between the Corporation, as Obligated Group Representative, and the Trustee, to provide certain annual financial information, certain quarterly financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and the Official Statement, each as hereinafter described.

(b) The Corporation will deliver or cause to be delivered to the Underwriter copies of the Official Statement dated _____, 2006 (the “Official Statement”), substantially in the form of the Preliminary Official Statement dated _____, 2006 (the “Preliminary Official Statement”), with only such changes therein as have been accepted by the Underwriter, signed on behalf of the Issuer by the Mayor of the Issuer and approved by the Corporation by its [Designated Officer] (or such other officer as is acceptable to the Underwriter) and Norton Hospitals by its [Designated Officer] (or such other officer as is acceptable to the Underwriter). Such Official Statement shall be delivered in sufficient quantity as may reasonably be requested by the Underwriter in order to comply with Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (“MSRB”) within seven business days of the date hereof and, in the event the Closing Date is less than seven business days after the date hereof, upon request of the Underwriter, in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter. The Issuer has deemed the information contained in the Official Statement regarding the Issuer under the captions “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION – The Issuer” to be final as of its date. The Issuer hereby ratifies, confirms and approves the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement, and hereby authorizes the Underwriter to use and distribute the Official Statement and drafts of the Master Indenture, the Trust Indenture and the Loan Agreement in connection with the offer and sale of the Bonds.

(c) No later than 1:00 p.m., New York City time, on _____, 2006, or at such earlier or later time or date as shall be agreed by the Issuer and the Underwriter (such time and date being herein referred to as the “Closing Date”), the Issuer will deliver to or upon the order of The Depository Trust Company (“DTC”) in New York, New York, for the account of the Underwriter (or such other location as may be designated by the Underwriter and approved by the Issuer), the Bonds in the form of a separate, single, fully registered Bond (which may be typewritten) for each of the maturities of the Bonds (all of the Bonds bearing CUSIP numbers), duly executed by the Issuer and authenticated by the Trustee, and will deliver to the Underwriter at the offices of Wyatt, Tarrant & Combs, LLP in Louisville, Kentucky, the other documents herein mentioned. The Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (a) of this Section by certified or official bank check payable in, or wire transfer of, immediately available funds (such delivery and payment being herein referred to as the “Closing”). Notwithstanding the foregoing, neither the failure to print CUSIP numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds on the Closing Date in accordance with the terms of this Bond Purchase Contract.

(d) On or prior to the date hereof, the Underwriter shall have received (i) from Ernst & Young LLP, an executed copy of its letter, substantially in the form of Exhibit C hereto (the "Procedures Letter"), (ii) from Ernst & Young LLP, its consent to the inclusion of its audit report on the financial statements of the Corporation and its affiliates that is included in the Preliminary Official Statement and to the references to its name in the Preliminary Official Statement, and (iii) from Ernst & Young LLP, its consent to the inclusion of its audit report on the financial statements of the Corporation and its affiliates that is included in the Official Statement and to the references to its name in the Official Statement

2. Representations, Warranties and Agreements of the Issuer.

The Issuer represents and warrants to and agrees with the Underwriter, the Corporation and Norton Hospitals as follows:

(a) The Issuer is and will be at the Closing Date an agency and instrumentality of the Commonwealth of Kentucky (the "Commonwealth") and as such is authorized under the Industrial Buildings for Cities and Counties Act, as amended, KRS 103.200 to 103.285 (the "Act") to issue the Bonds and to execute this Bond Purchase Contract, the Trust Indenture and the Loan Agreement.

(b) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Bond Purchase Contract, the Bonds will have been duly authorized, executed, issued and delivered, and will constitute valid and binding limited obligations of the Issuer in conformity with, and entitled to the benefit and security of, the Trust Indenture (subject as to enforcement to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against municipal corporations such as the Issuer from time to time in effect and further subject to the availability of equitable remedies).

(c) By official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has consented to the distribution of the Preliminary Official Statement and the Official Statement and authorized and approved the execution and delivery of and the performance by the Issuer of, the obligations on its part contained in the Bonds, the Loan Agreement, the Trust Indenture and this Bond Purchase Contract and the consummation by the Issuer of all other transactions contemplated by the Official Statement and this Bond Purchase Contract.

(d) Other than as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, known to the Issuer to be pending or threatened against the Issuer seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting any proceedings of the Issuer taken concerning the issuance or sale thereof, the pledge or application of any moneys or security provided for the payment of the Bonds, in any way contesting the validity or enforceability of the Bonds, the Trust Indenture, the Loan Agreement or this Bond Purchase Contract or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, as amended or

supplemented, or the existence or powers of the Issuer relating to the issuance of the Bonds or any of the transactions contemplated by the Official Statement or this Bond Purchase Contract.

(e) As of the date thereof, and except as corrected in the Official Statement, the statements and information contained in the Preliminary Official Statement under the captions “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION – The Issuer” do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) As of the date thereof and both at the time of acceptance hereof by the Issuer and at the Closing Date, the statements and information contained in the Official Statement relating to the Issuer and its functions, duties and responsibilities under the captions “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION – The Issuer” do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and to continue such qualification in effect so long as required for distribution of the Bonds; provided, however, that in no event shall the Issuer be required to take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject.

(h) If, between the date of this Bond Purchase Contract and up to and including the 25th day following the end of the Underwriting Period (as such term is defined in Rule 15c2-12 of the Securities and Exchange Commission), an event occurs, of which the Issuer has knowledge, which might or would cause the information relating to the Issuer and its functions, duties and responsibilities contained in the Official Statement under the captions “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION – The Issuer,” as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein not misleading in the light of the circumstances under which it was presented or if the Issuer is notified by the Corporation pursuant to Section 21 of the Letter of Representation, or otherwise requested to amend, supplement or otherwise change the Official Statement, the Issuer will notify the Underwriter and the Corporation. If, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will amend or supplement the Official Statement in a form and in a manner approved by the Underwriter, provided all expenses thereby incurred will be paid by the Corporation or the Underwriter pursuant to Section 22 of the Letter of Representation.

(i) The execution and delivery of the Bonds, the Loan Agreement, the Trust Indenture and this Bond Purchase Contract, and compliance with the provisions on the Issuer’s

part contained therein, will not conflict with or constitute a breach of or default under any existing law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Issuer under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Trust Indenture and the Loan Agreement.

(j) The execution and delivery of this Bond Purchase Contract by the Issuer shall constitute a representation by the Issuer to the Underwriter that the representations and agreements contained in this Section 2 are true as of the date hereof; and as to all matters of law the Issuer is relying on the advice of counsel to the Issuer; and provided further that no member of the Issuer shall be individually liable for the breach of any representation, warranty or agreement contained herein.

3. Conditions to Obligations of the Underwriter.

The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations, warranties and agreements on the part of the Issuer contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the Issuer made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the Issuer of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions.

(a) At the Closing Date, the Master Indenture, the Mortgage and the Security Agreement shall be in full force and effect, and the Supplemental Indenture No. 9, the Series 2006 Obligation, the Trust Indenture, the Official Statement, the Loan Agreement, the Amendment to Mortgage, the Amendment to Security Agreement and the Continuing Disclosure Agreement shall have been duly authorized, executed and delivered by the respective parties thereto, in substantially the forms heretofore submitted to the Underwriter, with only such changes as shall have been agreed to in writing by the Underwriter and the Issuer, and said agreements shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Bond Purchase Contract all such actions as, in the opinion of Wyatt, Tarrant & Combs, LLP, bond counsel ("Bond Counsel") and _____ ("Issuer Counsel"), shall be necessary and appropriate.

(b) At the Closing Date, the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter.

(c) At the time of Closing, there shall not have occurred any change or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings or operations of the Obligated Group from that set forth in the Official Statement that in

the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale or delivery of the Bonds on the terms and in the manner contemplated in the Official Statement.

(d) Between the date hereof and the Closing Date, the market price or marketability of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the Issuer and the Corporation, as Obligated Group Representative, terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation shall be introduced in or enacted by the Congress of the United States or adopted by either House thereof or introduced in or enacted by the legislature of the Commonwealth, or a decision by a federal court (including the Tax Court of the United States of America) or Commonwealth court shall be rendered, or a ruling, regulation (proposed, temporary or final) or official statement by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other federal or Commonwealth agency shall be made, with respect to federal or Commonwealth taxation upon revenues or other income of the general character expected to be derived by the Issuer or upon interest received on bonds of the general character of the Bonds, or which would have the effect of changing directly or indirectly the federal or Commonwealth income tax consequences of interest on bonds of the general character of the Bonds in the hands of the holders thereof, which legislation, ruling, regulation or official statement would, in the Underwriter's reasonable judgment, materially adversely affect the market price of the Bonds;

(2) legislation enacted, introduced in the Congress or recommended for passage by the President of the United States of America, or a decision rendered by a court established under Article III of the Constitution of the United States of America, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Indenture or the Master Indenture are not exempt from qualification under the Trust Indenture Act of 1939, as amended;

(3) the outbreak or escalation of hostilities involving the United States of America, including, but not limited to, acts of terrorism, or the declaration by the United States of America of a national emergency or war or the occurrence of any other national emergency, calamity or crisis, the effect of which on the financial markets is such as to make it, impractical or inadvisable to proceed with the offering or delivery of the Bonds as contemplated by the Official Statement;

(4) the declaration of a general banking moratorium by federal, New York or Kentucky authorities, or the general suspension of trading on any national securities exchange;

(5) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, underwriters;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, ruling, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect;

(7) the withdrawal or downgrading of any rating of the Bonds by a national rating agency; or

(8) any event occurring or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in the light of the circumstances under which they were made.

(e) At or prior to the Closing Date, the Underwriter and the Issuer shall have received executed or, as noted below, conformed copies of the following documents, in each case satisfactory in form and substance to the Underwriter and the Issuer:

(1) The Master Indenture (conformed copy), the Series 2006 Obligation (specimen copy), the Mortgage (specimen copy), the Security Agreement (specimen copy), the Supplemental Indenture No. 9, the Trust Indenture, the Loan Agreement, the Amendment to Mortgage, the Amendment to Security Agreement and the Continuing Disclosure Agreement, duly executed and delivered by the respective parties thereto, with such amendments, modifications or supplements as may have been agreed to in writing by the Underwriter;

(2) The unqualified approving opinion of Bond Counsel, dated the Closing Date and addressed to the Issuer, in substantially the form attached as Appendix E to the Official Statement, together with a reliance letter addressed to the Underwriter and a supplemental opinion of Bond Counsel in a form

acceptable to the Underwriter, dated the Closing Date and addressed to the Underwriter, to the effect that:

(i) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(ii) this Bond Purchase Contract has been duly executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the Underwriter and approval by the Corporation and Norton Hospitals, is a valid and binding agreement of the Issuer, subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases; and

(iii) the statements contained in the Official Statement under the captions "THE SERIES 2006 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2006 BONDS," "TAX MATTERS" and "APPENDIX C – Summary of Principal Documents," insofar as such statements expressly summarize certain provisions of the Bonds, the Master Indenture, the Series 2006 Obligation, the Trust Indenture, the Loan Agreement, the Supplemental Indenture No. 9, the Mortgage, the Security Agreement, the Amendment to Mortgage, the Amendment to Security Agreement or the opinion of Bond Counsel concerning certain tax matters, are accurate in all material respects;

(3) The opinion of Issuer Counsel, dated the Closing Date, in substantially the form attached hereto as Exhibit D;

(4) The opinion, dated the Closing Date and addressed to the Issuer, the Underwriter, the Corporation and Bond Counsel, of Wyatt, Tarrant & Combs, LLP, counsel to the Obligated Group, in substantially the form attached hereto as Exhibit E;

(5) The opinion of Foley & Lardner LLP, counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in substantially the form attached hereto as Exhibit F;

(6) A certificate, dated the Closing Date and signed by an authorized official of the Issuer, to the effect that (a) to the best of such official's knowledge, no litigation is pending or threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of the Trust Estate (as defined in the Trust Indenture) pledged under the Trust Indenture; (ii) in any way contesting or affecting the authority for the issuance of the Bonds or the validity of the Bonds, the Trust Indenture, the Loan Agreement or this Bond Purchase

Contract; or (iii) in any way contesting the existence or powers of the Issuer; and (b) no event affecting the Issuer or its functions, duties and responsibilities has occurred since the date of the Official Statement that would cause as of the Closing Date any statement or information concerning the Issuer or its functions, duties and responsibilities contained in the Official Statement under the captions “THE ISSUER” and “ABSENCE OF MATERIAL LITIGATION – The Issuer” to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made concerning the Issuer or its functions, duties and responsibilities contained under such caption not misleading in the light of the circumstances under which they were made;

(7) A certificate of the _____ of the Corporation, or such other officer as is acceptable to the Underwriter and the Issuer, dated the Closing Date, substantially in the form attached hereto as Exhibit G;

(8) Certified copies of Ordinance No. ____-2006 of the Issuer authorizing the execution and delivery of the Trust Indenture, the Loan Agreement, the Bonds, this Bond Purchase Contract and the Official Statement;

(9) Copies of the Corporation’s and Norton Hospitals’ articles of incorporation certified as of a date not earlier than fifteen (15) days prior to the Closing Date by the Secretary of State of the Commonwealth of Kentucky; certificates of existence of each of the Corporation and Norton Hospitals of recent date certified by the appropriate authority of the Commonwealth of Kentucky; and certified copies of each of the Corporation’s and Norton Hospitals’ bylaws;

(10) Certified copies of the resolutions of the Board of Directors of the Corporation and Norton Hospitals authorizing the execution and delivery of the Loan Agreement, the Supplemental Indenture No. 9, the Series 2006 Obligation, the Amendment to Mortgage, the Amendment to Security Agreement, the Continuing Disclosure Agreement and the Letter of Representation, approving this Bond Purchase Contract, the Trust Indenture and the Official Statement (and distribution thereof) and approving the distribution of the Preliminary Official Statement;

(11) Evidence that each of the Corporation and Norton Hospitals has been determined to be an organization described in Section 501(c)(3) of the Code;

(12) A Tax Agreement in form satisfactory to Bond Counsel;

(13) Satisfactory evidence that the Bonds have been assigned the long-term municipal bond ratings of [“___” by Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., “___” by Fitch, Inc. and “___” by Moody’s Investors Service];

(14) Two copies of the Official Statement executed as required by Section 1(b) hereof;

(15) The verification report of _____ pertaining to the advance refunding of the [Prior Bonds], dated _____, 2006;

(16) A properly completed and executed Form 8038 of the Internal Revenue Service relating to the Bonds; and

(17) Such additional corporate resolutions, legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, the Issuer or Bond Counsel may reasonably request to evidence compliance by the Issuer, the Corporation and Norton Hospitals with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the Issuer contained herein, of the Corporation, on its own behalf and as Obligated Group Representative, and Norton Hospitals contained in the Letter of Representation, and the due performance or satisfaction by the Issuer, the Corporation and Norton Hospitals at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer, the Corporation and Norton Hospitals.

If the Issuer shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Contract or if the Underwriter's obligations shall be terminated for any reason permitted herein, this Bond Purchase Contract shall terminate and neither the Underwriter nor the Issuer shall have any further obligation hereunder.

4. Conditions to the Obligations of the Issuer.

The obligations of the Issuer to issue and deliver the Bonds on the Closing Date shall be subject, at the option of the Issuer, to the performance by the Underwriter of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) The Supplemental Indenture No. 9, the Series 2006 Obligation, the Trust Indenture, the Loan Agreement, the Continuing Disclosure Agreement and this Bond Purchase Contract shall have been executed by the parties thereto;

(b) No order, decree, injunction, ruling or regulation of any court, regulatory agency, public board or body shall have been issued, nor shall any legislation have been enacted, with the purpose or effect, directly or indirectly, of prohibiting the offering, sale or issuance of the Bonds as contemplated hereby or by the Official Statement; and

(c) The documents contemplated by Section 3(e) (other than those required to be delivered by or on behalf of the Issuer) shall have been delivered in substantially the forms set forth herein or in form and substance satisfactory to Bond Counsel.

5. Expenses/Fees.

All reasonable expenses and costs of the Issuer incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriter, including printing costs, fees and expenses of consultants, fees and expenses of rating agencies, fees and expenses of Bond Counsel, Issuer Counsel, Underwriter's Counsel

(including fees in connection with qualification of the Bonds for sale under the Blue Sky or other securities laws and regulations of various jurisdictions and preparation and printing of a blue sky survey and legal investment memorandum) and counsel for the Corporation and the Obligated Group shall be paid by the Corporation. The Corporation shall pay for expenses incurred on behalf of the Obligated Group Members' employees which are incidental to implementing this Bond Purchase Contract, including but not limited to, meals, transportation, lodging and entertainment of those employees (some of which expenses may have been paid for by the Underwriter and included in the expense component of the underwriting discount). All fees and expenses to be paid by the Corporation pursuant to this Bond Purchase Contract may be paid from Bond proceeds to the extent permitted by the Trust Indenture and Tax Agreement.

6. Notices.

Any notice or other communication to be given to the Issuer under this Bond Purchase Contract may be given by delivering the same in writing at the Issuer's address as set forth above, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Citigroup Global Markets Inc., 390 Greenwich Street, 2nd Floor, New York, New York 10013, Attention: M. Charles Lee, Director. The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the Underwriter and delivered to you.

7. Governing Law.

This Bond Purchase Contract shall be construed in accordance with and governed by the Constitution and the laws of the Commonwealth of Kentucky.

8. Miscellaneous.

This Bond Purchase Contract is made solely for the benefit of the Issuer, the Corporation, Norton Hospitals and the Underwriter (including the successors or assigns of each), and not other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof.

9. Counterparts.

This Bond Purchase Contract may be executed in any number of counterparts and all such counterparts shall together constitute one and the same instrument.

CITIGROUP GLOBAL MARKETS INC.

By: _____
Director

Signature Page to Bond Purchase Contract for the
Louisville/Jefferson County Metro Government
Health System Revenue Bonds, Series 2006
(Norton Healthcare, Inc.)

Accepted and Agreed to:

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

By: _____
Mayor

Signature Page to Bond Purchase Contract for the
Louisville/Jefferson County Metro Government
Health System Revenue Bonds, Series 2006
(Norton Healthcare, Inc.)

Approved:

NORTON HEALTHCARE, INC.

By: _____
Authorized Representative

NORTON HOSPITALS, INC.

By: _____
Authorized Representative

Signature Page to Bond Purchase Contract for the
Louisville/Jefferson County Metro Government
Health System Revenue Bonds, Series 2006
(Norton Healthcare, Inc.)

**EXHIBIT A TO
BOND PURCHASE CONTRACT**

LETTER OF REPRESENTATION

_____, 2006

Louisville/Jefferson County Metro Government
601 West Jefferson Street
Louisville, Kentucky 40202

Citigroup Global Markets Inc.
390 Greenwich Street,
2nd Floor
New York, New York 10013

Ladies and Gentlemen:

The Louisville/Jefferson County Metro Government (the “Issuer”) proposes to enter into a Loan Agreement with Norton Healthcare, Inc. (the “Corporation”) and Norton Hospitals, Inc. (“Norton Hospitals”) dated as of _____, 2006 (the “Loan Agreement”). Pursuant to a Bond Purchase Contract, dated the date hereof (the “Bond Purchase Contract”), between the Issuer and Citigroup Global Markets Inc. (the “Underwriter”), which the Corporation and Norton Hospitals have approved, the Issuer proposes to sell the \$_____ aggregate principal amount of the Issuer’s Health System Revenue Bonds, Series 2006 (Norton Healthcare, Inc.) (the “Bonds”) identified on Exhibit B hereto. The offering of the Bonds is described in a Preliminary Official Statement dated _____, 2006 (the “Preliminary Official Statement”) and in an Official Statement dated _____, 2006 (the “Official Statement”).

The Bonds shall be issued and secured under the provisions of that certain Trust Indenture dated as of _____, 2006 (the “Trust Indenture”), by and between the Issuer and J.P. Morgan Trust Company, N.A., as bond trustee (the “Trustee”). The Bonds shall be payable from payments made by the Corporation and Norton Hospitals under that certain Loan Agreement dated as of _____, 2006 (the “Loan Agreement”), by and among the Issuer, the Corporation and Norton Hospitals, from payments made on the Series 2006 Obligation (as hereinafter defined) by the Obligated Group (as hereinafter defined) and from amounts held in certain funds established pursuant to the Trust Indenture (including certain proceeds of the sale of the Bonds). The Bonds will be further secured by an assignment of the right, title and interest of the Issuer in the Loan Agreement and in the Series 2006 Obligation, to the extent and as more particularly described in the Trust Indenture. All terms not otherwise defined herein shall have the meanings ascribed thereto in the Bond Purchase Contract.

The proceeds from the sale of the Bonds will be loaned to the Corporation and Norton Hospitals pursuant to the Loan Agreement and will be used, together with other available

funds, (i) to refinance, in advance refunding transactions, a portion of revenue bonds that are outstanding, (ii) to finance or reimburse the Corporation for the costs of constructing and equipping a new hospital facility to be owned and operated by Norton Hospitals, (iii) to finance or reimburse the Corporation for renovation and expansion of various patient care areas and the acquisition of various hospital equipment, (iv) to fund a capitalized interest account, if any, (v) to fund a Debt Service Reserve Account, if deemed necessary to market the Bonds, and (vi) to pay costs of issuance of the Bonds.

The Corporation is presently a party to an Amended and Restated Master Trust Indenture dated as of September 15, 1997, as supplemented and amended (the “Master Indenture”), by and among the Corporation and such other Members as may join the obligated group defined therein (the “Obligated Group”) and J.P. Morgan Trust Company, NA (successor to Bank One, Kentucky, NA), as master trustee (the “Master Trustee”).

The Corporation, as Obligated Group Representative, will issue its Series 2006 Obligation (the “Series 2006 Obligation”) to evidence and secure its obligation to make payments sufficient to pay the principal of, premium, if any, and interest on the Bonds pursuant to the Supplemental Master Trust Indenture No. 9 to the Master Indenture dated as of _____, 2006 (the “Supplemental Indenture No. 9”), by and among the Obligated Group and the Master Trustee and supplementing the Master Indenture.

Pursuant to the terms of the Master Indenture and the Supplemental Indenture No. 9, the Corporation and the other Obligated Group Members will be jointly and severally obligated to make payments on the Series 2006 Obligation according to the terms thereof when due. The Corporation and Norton Hospitals are presently the only Members of the Obligated Group.

Norton Hospitals has previously issued a mortgage to the Master Trustee dated as of September 28, 2000, as supplemented and amended (the “Mortgage”) granting a first mortgage lien on the properties of Norton Hospitals to secure the payment of obligations issued under the Master Indenture. Norton Hospitals will issue an Amendment to Mortgage dated as of _____, 2006 (the “Amendment to Mortgage”) to secure the payment of the Series 2006 Obligation.

The Obligated Group has previously entered into a Security Agreement dated as of _____, 2000, as supplemented and amended (the “Security Agreement”), by and between the Obligated Group and the Master Trustee, granting a security interest in certain receivables of the Obligated Group to secure the payment of obligations issued under the Master Indenture. The Corporation, as Obligated Group Representative, will enter into an Amendment to Security Agreement dated as of _____, 2006 (the “Amendment to Security Agreement”) to secure the payment of the Series 2006 Obligation.

The Corporation, on its own behalf and as Obligated Group Representative, will undertake, pursuant to a Continuing Disclosure Agreement, dated as of the date of issuance and delivery of the Bonds (the “Continuing Disclosure Agreement”), by and between the Corporation, as Obligated Group Representative, and the Trustee, to provide certain annual financial information, certain quarterly financial information and notices of the occurrence of certain events, if material.

In order to induce the Issuer and the Underwriter to enter into the Bond Purchase Contract and to make the sale and purchase and reoffering of the Bonds therein contemplated, the Corporation, on its own behalf and as Obligated Group Representative, and Norton Hospitals hereby represent, warrant and agree with each of you as follows:

1. Each of the Corporation and Norton Hospitals is a non-stock, nonprofit corporation duly organized and existing under the laws of the Commonwealth of Kentucky.

2. The Corporation and/or Norton Hospitals has, and at the Closing Date will have, full legal right, power and authority to enter into and perform its obligations under this Letter of Representation, the Loan Agreement, the Supplemental Indenture No. 9, the Series 2006 Obligation, the Amendment to Mortgage, the Amendment to Security Agreement and the Continuing Disclosure Agreement, to approve the Bond Purchase Contract, the Trust Indenture, the Preliminary Official Statement and the Official Statement and to carry out and consummate all transactions contemplated by the Bond Purchase Contract, the Trust Indenture, the Loan Agreement, the Master Indenture, the Supplemental Indenture No. 9, the Series 2006 Obligation, this Letter of Representation, the Mortgage, the Security Agreement, the Amendment to Mortgage, the Amendment to Security Agreement, the Continuing Disclosure Agreement and the Official Statement, and by proper corporate action has duly authorized the execution and delivery of this Letter of Representation, the Loan Agreement, the Supplemental Indenture No. 9, the Series 2006 Obligation and the Continuing Disclosure Agreement, the approval of the Bond Purchase Contract, the Trust Indenture, the Preliminary Official Statement and the Official Statement (including the distribution thereof).

3. The officers of the Corporation and/or Norton Hospitals executing this Letter of Representation, the Loan Agreement, the Supplemental Indenture No. 9, the Series 2006 Obligation, the Amendment to Mortgage, the Amendment to Security Agreement and the Continuing Disclosure Agreement, approving the Bond Purchase Contract, the Trust Indenture, the Preliminary Official Statement and the Official Statement (including the distribution thereof) are, or were when executed, fully authorized to execute and approve the same.

4. The Bond Purchase Contract, the Trust Indenture and the Official Statement have been duly approved by the Corporation and/or Norton Hospitals; this Letter of Representation, the Master Indenture, the Mortgage and the Security Agreement have been duly authorized, executed and delivered by the Corporation and/or Norton Hospitals; the Loan Agreement, the Supplemental Indenture No. 9, the Series 2006 Obligation, the Amendment to Mortgage, the Amendment to Security Agreement and the Continuing Disclosure Agreement have been duly authorized and, at the Closing, will have been duly executed and delivered by the Corporation and/or Norton Hospitals.

5. The Master Indenture, the Amendment to Mortgage, the Amendment to Security Agreement and this Letter of Representation constitute, and the Supplemental Indenture No. 9, the Series 2006 Obligation, the Loan Agreement, the Amendment to Mortgage, the Amendment to Security Agreement and the Continuing Disclosure Agreement will constitute, the legal, valid and binding agreements of the Corporation and Norton Hospitals, in each case enforceable against the Corporation and Norton Hospitals, in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization,

fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally, including without limitation self-help remedies and applicable foreclosure procedures, and also limited by the application of equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law and except as enforcement may be held to be against public policy.

6. Neither the Corporation nor Norton Hospitals is in any material way (i) in violation of any applicable law or administrative regulation of the Commonwealth of Kentucky or the United States of America or any applicable judgment or decree, which violation would materially adversely affect the financial position or operations of the Obligated Group taken as a whole, or (ii) in default under any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Corporation or Norton Hospitals is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument which default would materially adversely affect the financial position or operations of the Obligated Group taken as a whole.

7. The execution and delivery of this Letter of Representation, the approval of the Bond Purchase Contract, the Trust Indenture, the Preliminary Official Statement and the Official Statement; at the Closing, the execution and delivery of the Loan Agreement, the Supplemental Indenture No. 9, the Series 2006 Obligation, the Amendment to Mortgage, the Amendment to Security Agreement and the Continuing Disclosure Agreement; the consummation of the transactions contemplated herein and therein and in the Master Indenture; and the fulfillment of or compliance with the terms and conditions hereof and thereof will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the articles of incorporation of either the Corporation or Norton Hospitals, its bylaws or any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Corporation or Norton Hospitals is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation or Norton Hospitals, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Bond Purchase Contract, the Trust Indenture, the Loan Agreement, the Master Indenture, the Supplemental Indenture No. 9, the Series 2006 Obligation, the Mortgage, the Security Agreement, the Amendment to Mortgage, the Amendment to Security Agreement, the Continuing Disclosure Agreement, this Letter of Representation or the Official Statement or the financial condition, assets, properties or operations of the Obligated Group taken as a whole.

8. No consent or approval of any trustee or holder of any indebtedness of the Corporation or Norton Hospitals, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except in connection with Blue Sky proceedings) is necessary in connection with the execution and delivery of this Letter of Representation; at the Closing, the execution and delivery of the Loan Agreement, the Supplemental Indenture No. 9, the Series 2006 Obligation, the Amendment to Mortgage, the Amendment to Security Agreement or the Continuing Disclosure Agreement; the approval of the

Bond Purchase Contract, the Trust Indenture, the Preliminary Official Statement or the Official Statement; or the consummation of any transaction therein or herein contemplated, except as have been obtained or made and as are in full force and effect (or, with respect to the consummation of any transaction therein or herein contemplated, except as are expected to be obtained in due course).

9. Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other government authority pending or, to the knowledge of the Corporation or Norton Hospitals, threatened against or affecting the Obligated Group or the assets, properties or operations of the Obligated Group which, if determined adversely to the Obligated Group or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Bond Purchase Contract, the Loan Agreement, the Master Indenture, the Supplemental Indenture No. 9, the Series 2006 Obligation, this Letter of Representation, the Official Statement, the Mortgage, the Security Agreement, the Amendment to Mortgage, the Amendment to Security Agreement or the Continuing Disclosure Agreement or upon the financial condition, assets, properties or operations of the Obligated Group taken as a whole. Neither the Corporation nor Norton Hospitals is in violation of any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which violation might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Bond Purchase Contract, the Loan Agreement, the Master Indenture, the Supplemental Indenture No. 9, the Series 2006 Obligation, the Mortgage, the Security Agreement, the Amendment to Mortgage, the Amendment to Security Agreement, the Continuing Disclosure Agreement, this Letter of Representation and the Official Statement or the financial conditions, assets, properties or operations of the Obligated Group taken as a whole.

10. Each of the Corporation and Norton Hospitals is a corporation organized and operated exclusively for charitable purposes, not for pecuniary profit, and no part of the net earnings of the Corporation or Norton Hospitals inures to the benefit of any private shareholder or individual. Each of the Corporation and Norton Hospitals is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, which is exempt from federal income taxes under Sections 501(a) of the Internal Revenue Code of 1986, as amended, except for unrelated trade or business income subject to taxation under Section 511 of said Code.

11. The proceeds of the Bonds will not be used by an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including any Obligated Group Member, in an “unrelated trade or business” within the meaning of Section 513(a) of the Internal Revenue Code of 1986, as amended, or by any other person, in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of interest on any of the Bonds under Section 103 of said Code.

12. Each of the Corporation and Norton Hospitals has all necessary power and authority to conduct the business now being conducted by it and the business contemplated by the Master Indenture, the Supplemental Indenture No. 9, the Series 2006 Obligation, the Loan Agreement, the Mortgage, the Security Agreement, the Amendment to Mortgage, the Amendment to Security Agreement and the Continuing Disclosure Agreement and has all

necessary power and authority to enter into the respective documents mentioned above (or with respect to the Master Indenture, the Mortgage and the Security Agreement to have entered) and to approve the Bond Purchase Contract, the Preliminary Official Statement and the Official Statement.

13. Each of the Corporation and Norton Hospitals has good and marketable title to its Property, free and clear from all encumbrances other than Permitted Liens (as such terms are defined in the Master Indenture).

14. Each of the Corporation and Norton Hospitals has all permits, licenses, accreditations and certifications, including, without limitation, licensing and certification of the Property (as defined in the Master Indenture), necessary to conduct its business as it is presently being conducted.

15. Each of the Corporation and Norton Hospitals is eligible under applicable statutes, regulations and administrative practices for payment under Medicare and Medicaid.

16. Each of the Corporation and Norton Hospitals is currently participating in the programs of Medicare and Medicaid, and there are in full force and effect agreements providing for payments to the Corporation and Norton Hospitals with respect to patients enrolled in such programs.

17. Each of the Corporation and Norton Hospitals has not incurred any material liability, direct or contingent, nor has there been any material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Obligated Group since [December 31, 2005], which is not described in the Official Statement, whether or not arising from transactions in the ordinary course of business.

18. Between the date hereof and the date of the Closing, each of the Corporation and Norton Hospitals will not, without the prior written consent of the Underwriter, except as described in or contemplated by the Official Statement, incur any material liabilities, direct or contingent, other than in the ordinary course of business.

19. As of the date thereof, and except as corrected in the Official Statement, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; provided, however, that each of the Corporation and Norton Hospitals makes no representation or warranty as to the information contained in or omitted from the Official Statement in reliance upon and in conformity with information furnished in writing to the each of the Corporation and Norton Hospitals by or on behalf of the Underwriter or the Issuer specifically for inclusion therein.

20. As of the date hereof and at the Closing Date, the Official Statement, as amended or supplemented pursuant to the Bond Purchase Contract or this Letter of Representation, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that each of the Corporation and Norton Hospitals makes no representation or warranty as to the information

contained in or omitted from the Official Statement in reliance upon and in conformity with information furnished in writing to the each of the Corporation and Norton Hospitals by or on behalf of the Underwriter or the Issuer specifically for inclusion therein. Each of the Corporation and Norton Hospitals confirms that the Preliminary Official Statement was deemed to be final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission and represents and warrants that the Issuer and the Underwriter may rely on this representation.

21. If, between the date hereof and up to and including the 25th day following the end of the Underwriting Period (as defined in Rule 15c2-12 of the Securities and Exchange Commission), any event relating to or affecting the Corporation, Norton Hospitals or any future Obligated Group Members or their respective present or proposed facilities shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in the light of the circumstances under which they were made, the Corporation, as Obligated Group Representative, shall notify the Issuer and the Underwriter and if, in the opinion of the Corporation, as Obligated Group Representative, the Issuer or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Corporation, as Obligated Group Representative, will request the Issuer to cause the Official Statement to be amended or supplemented in a form and in a manner approved by the Underwriter.

22. For twenty-five days from the date of the end of the Underwriting Period (as defined in Rule 15c2-12 of the Securities and Exchange Commission), each of the Corporation and Norton Hospitals will (a) not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, any of you shall reasonably object in writing or which shall be disapproved by your respective counsel and (b) if any event relating to or affecting the Issuer, the Corporation, Norton Hospitals or any future Obligated Group Members or their respective present or proposed facilities shall occur as a result of which it is necessary, in the opinion of counsel for the Underwriter or the Issuer, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish to the Underwriter and the Issuer (at the expense of the Corporation, as Obligated Group Representative, for 90 days from the date of Closing, and thereafter at the expense of the Underwriter) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriter and counsel to the Issuer) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading, in the light of the circumstances existing at the time the Official Statement is delivered to the purchaser. For the purposes of this section, the Corporation will furnish such information with respect to itself, Norton Hospitals, any future Obligated Group Members and their respective present and proposed facilities as any of you may from time to time reasonably request.

23. (a) Each of the Corporation and Norton Hospitals agrees to indemnify and hold harmless the Underwriter, the directors, officers, employees and agents of the Underwriter and each person who controls the Underwriter within the meaning of either the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, against any and all

losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or other federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Corporation and Norton Hospitals will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Official Statement, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information furnished to the Corporation or Norton Hospitals by or on behalf of the Underwriter specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Corporation, Norton Hospitals and each future Obligated Group Member may otherwise have.

(b) Each of the Corporation and Norton Hospitals agrees to indemnify and hold harmless the Issuer, the directors, officers, employees and agents of the Issuer and each person who controls the Issuer within the meaning of either the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or other federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Corporation and Norton Hospitals will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Official Statement, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information furnished to the Corporation or Norton Hospitals by or on behalf of the Issuer specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Corporation, Norton Hospitals and each future Obligated Group Member may otherwise have.

(c) The Underwriter agrees to indemnify and hold harmless the Corporation and Norton Hospitals, each of their officials, directors, officers and employees, and each person who controls the Corporation and Norton Hospitals within the meaning of either the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, to the same extent as the

foregoing indemnity from the Corporation and Norton Hospitals to the Underwriter, but only with reference to written information relating to the Underwriter furnished to the Corporation or Norton Hospitals by or on behalf of the Underwriter specifically for inclusion in the Official Statement (or in any amendment or supplement thereto). This indemnity agreement will be in addition to any liability which the Underwriter may otherwise have. Each of the Corporation and Norton Hospitals acknowledges that the statements set forth in the section entitled, "UNDERWRITING" and the paragraph related to stabilization on the inside cover page of the Official Statement, constitute the only information furnished in writing by or on behalf of the Underwriter for inclusion in the Official Statement (or in any amendment or supplement thereto).

(d) Promptly after receipt by an indemnified party under this Section 23 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 23 notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a), (b) or (c) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a), (b) or (c) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

(e) In the event that the indemnity provided in paragraph (a) or (c) of this Section 23 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Corporation, Norton Hospitals and the Underwriter agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in

connection with investigating or defending same) (collectively “Losses”) to which the Corporation, Norton Hospitals and the Underwriter may be subject in such proportion as is appropriate to reflect the relative benefits received by the Corporation and Norton Hospitals on the one hand and by the Underwriter on the other from the offering of the Bonds. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Corporation, Norton Hospitals and the Underwriter shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Corporation and Norton Hospitals on the one hand and of the Underwriter on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. In no case shall the Underwriter be responsible for any amount in excess of the purchase discount or commission applicable to the Bonds purchased by the Underwriter hereunder. Benefits received by the Corporation and Norton Hospitals shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by them, and benefits received by the Underwriter shall be deemed to be equal to the total purchase discounts and commissions in each case set forth in the Official Statement under the section entitled “UNDERWRITING.” Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Corporation and Norton Hospitals on the one hand or the Underwriter on the other, the intent of the parties and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The Corporation, Norton Hospitals and the Underwriter agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (e), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933, as amended) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 23, each person who controls the Underwriter within the meaning of either the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, and each director, officer, employee and agent of the Underwriter shall have the same rights to contribution as the Underwriter, and each person who controls the Corporation and Norton Hospitals within the meaning of either the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, and each official, director, officer and employee of the Corporation and Norton Hospitals shall have the same rights to contribution as the Corporation and Norton Hospitals, subject in each case to the applicable terms and conditions of this paragraph (e).

24. The Corporation and/or Norton Hospitals have filed all annual reports when and where they are required to be filed pursuant to any continuing disclosure agreement executed and delivered by the Corporation and/or Norton Hospitals pursuant to Rule 15c2-12 of the Securities and Exchange Commission that has been binding upon the Corporation and/or Norton Hospitals, and have filed all required notices of “listed events,” as described in Rule 15c2-12, when and where such notices are required to be filed pursuant to such continuing disclosure agreements.

25. The representations, warranties, agreements and indemnities herein shall survive the Closing under the Bond Purchase Contract, and any investigation made by or on behalf of any of you or any person who controls any of you of any matters described in or related to the transactions contemplated hereby and by the Bond Purchase Contract, the Official Statement, the

Loan Agreement, the Trust Indenture, the Master Indenture, the Supplemental Indenture No. 9, the Series 2006 Obligation, the Mortgage, the Security Agreement, the Amendment to Mortgage, the Amendment to Security Agreement and the Continuing Disclosure Agreement.

26. Each of the Corporation and Norton Hospitals hereby agrees to pay the expenses described in Section 5 of the Bond Purchase Contract (which are the responsibility of the Corporation and Norton Hospitals), and to pay any expenses incurred in amending or supplementing the Official Statement pursuant to the Bond Purchase Contract or this Letter of Representation.

27. This Letter of Representation shall be binding upon the Corporation and Norton Hospitals and inure solely to the benefit of each of you and, to the extent set forth herein, persons controlling any of you, and their respective members, officers, employees, agents, successors and assigns, and no other person or firm shall acquire or have any right under or by virtue of this Letter of Representation. No recourse under or upon any obligation, covenant or agreement contained in this Letter of Representation shall be had against any officer or director of the Corporation or Norton Hospitals as individuals, except as caused by their bad faith.

28. This Letter of Representation may be executed in any number of counterparts and all such counterparts shall together constitute one and the same instrument.

Very truly yours,

NORTON HEALTHCARE, INC.

By: _____
Authorized Representative

NORTON HOSPITALS, INC.

By: _____
Authorized Representative

Signature Page to Letter of Representation for the
Louisville/Jefferson County Metro Government
Health System Revenue Bonds, Series 2006
(Norton Healthcare, Inc.)

Accepted and Agreed to:

CITIGROUP GLOBAL MARKETS INC.

By: _____
Director

Signature Page to Letter of Representation for the
Louisville/Jefferson County Metro Government
Health System Revenue Bonds, Series 2006
(Norton Healthcare, Inc.)

Accepted and Agreed to:

**LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT**

By: _____
Mayor

Signature Page to Letter of Representation for the
Louisville/Jefferson County Metro Government
Health System Revenue Bonds, Series 2006
(Norton Healthcare, Inc.)

**EXHIBIT B TO
BOND PURCHASE CONTRACT**

**SCHEDULE OF MATURITIES, PRINCIPAL AMOUNTS,
INTEREST RATES, YIELDS AND PRICES**

<u>Maturity Date</u> <u> </u> 1	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
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The Bonds maturing on October 1, _____), are subject to mandatory sinking fund redemption prior to maturity, in part, by lot or in such random manner as the Trustee deems appropriate, on each October 1 in the years _____ through _____, inclusive, and payment at maturity on October 1, _____, in the mandatory sinking fund redemption amounts set forth below (subject to reductions arising from the acquisition and surrender or the optional or extraordinary optional redemption of the Bonds) at a redemption price equal to 100% of the principal amount thereof, plus interest to the Redemption Date (as defined in the Official Statement):

**Mandatory Sinking Fund
Redemption Dates
(October 1)**

**Mandatory Sinking Fund
Redemption Amounts**

*

* Scheduled Maturity.

The Bonds maturing on October 1, ____, are subject to mandatory sinking fund redemption prior to maturity, in part, by lot or in such random manner as the Trustee deems appropriate, on each October 1 in the years ____ through ____, inclusive, and payment at maturity on October 1, ____, in the mandatory sinking fund redemption amounts set forth below (subject to reductions arising from the acquisition and surrender or the optional or extraordinary optional redemption of the Bonds) at a redemption price equal to 100% of the principal amount thereof, plus interest to the Redemption Date (as defined in the Official Statement):

**Mandatory Sinking Fund
Redemption Dates
(October 1)**

**Mandatory Sinking Fund
Redemption Amounts**

*

* Scheduled Maturity.

The Bonds maturing on or after October 1, 2017 are subject to optional redemption prior to maturity at the request of the Corporation, in whole or in part on any date, commencing October 1, 2016, from any available funds (including borrowed funds), in such order of maturities as shall be designated by the Corporation and by lot among such Bonds within a maturity at the optional redemption price (expressed as percentage of the principal amount of Bonds to be redeemed) of 100%, plus accrued but unpaid interest to the Redemption Date (as defined in the Official Statement).

The Bonds shall be subject to extraordinary optional redemption under the circumstances described in the Official Statement.

**EXHIBIT C TO
BOND PURCHASE CONTRACT**

FORM OF AGREED-UPON PROCEDURES LETTER OF ERNST & YOUNG LLP

[To be provided]

**EXHIBIT D TO
BOND PURCHASE CONTRACT**
FORM OF OPINION OF ISSUER COUNSEL

[To be provided]

**EXHIBIT E TO
BOND PURCHASE CONTRACT**

**FORM OF OPINION OF COUNSEL TO
THE OBLIGATED GROUP**

[To be provided]

**EXHIBIT F TO
BOND PURCHASE CONTRACT**

FORM OF OPINION OF UNDERWRITER'S COUNSEL

_____, 2006

Citigroup Global Markets Inc.
New York, New York

Re: \$_____ aggregate principal amount of the Louisville/Jefferson
County Metro Government Health System Revenue Bonds, Series 2006
(Norton Healthcare, Inc.) (the "Bonds")

Ladies and Gentlemen:

We have acted as counsel to you as the Underwriter in connection with the purchase by you of the \$_____ aggregate principal amount of the Louisville/Jefferson County Metro Government Health System Revenue Bonds, Series 2006 (Norton Healthcare, Inc.) (the "Bonds"), pursuant to a Bond Purchase Contract (the "Bond Purchase Contract"), by and between the Louisville/Jefferson County Metro Government (the "Issuer") and you, as the Underwriter, which Norton Healthcare, Inc. (the "Corporation") and Norton Hospitals, Inc. ("Norton Hospitals"), have approved. The Bonds are being issued pursuant to a Trust Indenture dated as of _____, 2006 (the "Trust Indenture") between the Issuer and J.P. Morgan Trust Company, N.A., as bond trustee (the "Trustee") for the purpose of making a loan to the Corporation and Norton Hospitals pursuant to the Loan Agreement dated as of _____, 2006 (the "Loan Agreement") between the Issuer, the Corporation and Norton Hospitals.

In that connection, we have reviewed the Loan Agreement; the Trust Indenture; the Amended and Restated Master Trust Indenture dated as of September 15, 1997, as supplemented by the Supplemental Master Trust Indenture No. 9 to the Master Indenture (as so supplemented, the "Master Indenture"), among the Obligated Group and J.P. Morgan Trust Company, NA (successor to Bank One, Kentucky, NA), as master trustee (the "Master Trustee"); the Series 2006 Obligation; the Preliminary Official Statement dated _____, 2006 relating to the Bonds; the Official Statement dated _____, 2006 (the "Official Statement") relating to the Bonds; the Mortgage dated as of September 28, 2000, as supplemented and amended, issued by Norton Hospitals to the Master Trustee, as further amended by an Amendment to Mortgage dated as of _____, 2006 issued by Norton Hospitals; the Security Agreement dated as of _____, 2000, as supplemented and amended, between the Obligated Group and the Master Trustee, as further supplemented by an Amendment to Security Agreement dated as of _____, 2006, between the Obligated Group and the Master Trustee; the Continuing Disclosure Agreement dated the date of issuance and delivery of the Bonds (the "Continuing Disclosure Agreement") between the Corporation, as Obligated Group Representative, and J.P. Morgan Trust Company, N.A., as Dissemination Agent; the Letter of Representation described in

the Bond Purchase Contract; the opinion of Wyatt, Tarrant & Combs, LLP, counsel to the Obligated Group, dated the date hereof; certifications of the Issuer, the Corporation, Norton Hospitals, the Master Trustee, the Trustee and others as to certain matters; such opinions and such other records and documents; and we have made such investigations of law, as we have deemed appropriate as a basis for the opinions and statements hereinafter expressed.

In rendering the opinions and making the statements hereinafter expressed, we are not expressing any opinion or view of the validity, accuracy or sufficiency of the documents, certificates or opinions referred to above or on the authorization, issuance, delivery or validity of the Bonds and we have assumed, but not independently verified, that the signatures on all documents, certificates and opinions that we have reviewed are genuine.

Based on and subject to the foregoing, and in reliance thereon, we are of the opinion that:

1. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended; and the Trust Indenture and the Master Indenture are exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

2. Because the primary purpose of our professional engagement was not to establish factual matters and because of the wholly or partially non-legal character of many determinations involved in the preparation of the Official Statement, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement and make no representation that we have independently certified the accuracy, completeness or fairness of any such statements. However, in our capacity as counsel for the Underwriter during the course of preparation of the Official Statement, we met in conferences or had discussions with your representatives, representatives of the Corporation Norton Hospitals and their counsel, bond counsel, and others, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in the above mentioned conferences and in reliance thereon and on the certificates, opinions and other documents herein mentioned, we advise you that no information came to our attention which caused us to believe that the Official Statement as of its date and as of the date of this opinion (except for any financial or statistical data or forecasts and the information relating to DTC contained therein as to which we express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

3. The Continuing Disclosure Agreement satisfies the requirements of Section (b)(5)(i) of Rule 15c2-12 of the Securities and Exchange Commission (17 C.F.R., Part 240, §420.15c2-12)(the “Rule”), which provide for an undertaking for the benefit of the holders, including beneficial owners, of the Bonds to provide certain annual financial information and event notices to various information repositories at the times and in the manner required by the Rule.

4. With respect to the Bonds, other than the Corporation and Norton Hospitals, there are no “obligated persons” within the meaning of the Rule which would be required to provide

certain annual financial information and event notices to various information repositories as required by the Rule.

In rendering the foregoing opinions in paragraphs 3 and 4 hereof, we have assumed the due authorization, execution and delivery of the Continuing Disclosure Agreement by the Corporation, as Obligated Group Representative, and that such Continuing Disclosure Agreement is a valid and binding obligation of the Corporation, as Obligated Group Representative, enforceable in accordance with its terms.

The opinions expressed herein are based upon existing law as of the date hereof and we express no opinion herein as of any subsequent date or with respect to any pending legislation. We assume no obligation to supplement this opinion if any applicable laws change after the date hereof or if we become aware of any facts that might change the opinions expressed herein after the date hereof.

In rendering these opinions, we are expressing no opinion on the validity of the Bonds or on the exclusion of interest evidenced by the Bonds from the gross income of the holders thereof for federal income tax purposes or the exemption of interest on the Bonds from Commonwealth of Kentucky personal income taxes. We understand that you are relying on the opinion of Bond Counsel in that regard.

The opinions herein are limited to the laws of the United States.

We are furnishing this letter to you pursuant to the Bond Purchase Contract solely for your benefit as Underwriter. This letter is not to be used, circulated, quoted or otherwise referred to for any other purpose except that reference to our opinion in the first numbered paragraph of this letter may be made in the Official Statement or other documents and except that reference may be made to this letter in any list of closing documents pertaining to the sale of the Bonds.

Respectfully,

Foley & Lardner LLP

**EXHIBIT G TO
BOND PURCHASE CONTRACT**

OFFICER'S CERTIFICATE

Louisville/Jefferson County Metro Government
Health System Revenue Bonds, Series 2006

(Norton Healthcare, Inc.)
(the "Bonds")

I, _____, hereby certify that I am the _____ of Norton Healthcare, Inc. (the "Corporation"), a non-stock, nonprofit corporation duly organized and existing under the laws of the Commonwealth of Kentucky and that, as such, I am authorized to execute this certificate on behalf of the Obligated Group Members (each, an "Obligated Group Member" and collectively, the "Obligated Group Members" or the "Obligated Group") under the Amended and Restated Master Trust Indenture dated as of September 15, 1997, as supplemented and amended, by and among the Corporation, the other Obligated Group Members and J.P. Morgan Trust Company, NA (successor to Bank One, Kentucky, NA), as master trustee.

I hereby further state and certify, to the best of my knowledge, that:

1. Since December 31, 2005, no material and adverse change has occurred in the financial position or results of operation of any Obligated Group Member which is not described in the Official Statement prepared in connection with the issuance of the Bonds or which has not been described in writing delivered by the Corporation to the Issuer and the Underwriter.

2. No Obligated Group Member has since December 31, 2005, incurred any material liabilities other than in the ordinary course of business which are not described in or contemplated by the Official Statement or in writing delivered by the Corporation to the Issuer and the Underwriter.

3. [No proceedings are pending or threatened in any way contesting or affecting any Obligated Group Member's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), as amended, or which would subject any income of any Obligated Group Member to federal income taxation.]

4. No event affecting any Obligated Group Member has occurred since the date of the Official Statement which (i) makes untrue or incorrect in any material respect as of the date hereof, or at such earlier or later time or date as shall be agreed by the Issuer and the Underwriter, any statement or information contained in the Official Statement or (ii) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect.

5. The representations and warranties made by the Corporation, on its own behalf and as Obligated Group Representative, and Norton Hospitals in the Letter of Representation delivered by the Corporation and Norton Hospitals in connection with the execution of the Bond Purchase Contract related to the Bonds, are true and correct as of the date hereof as if made on the date hereof.

Capitalized terms used and not defined herein have the meanings assigned to them in the Bond Purchase Contract dated _____, 2006, between Citigroup Global Markets Inc. and the Louisville/Jefferson County Metro Government and approved by the Corporation and Norton Hospitals.

Dated: _____, 2006

NORTON HEALTHCARE, INC.,
as Obligated Group Representative

By: _____
[Officer]